

Steve Barry Pueblo Mechanical & Controls, Inc. 8/14/09

Congratulations, Pueblo Mechanical & Controls, Inc.'s response has been awarded a contract under RFP 09D-0716. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two.

Your organization is bound by the terms of this contract: only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.

Advise your Mohave customers to make purchase orders out to Pueblo Mechanical & Controls, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review Mohave's vendor handbook to learn more about working with Mohave. It is available on-line at www.mesc.org.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to tomd@mesc.org.

If you have any questions regarding your new contract, please call me at (928) 718-3201. We look forward to working with you and your company in the future.

Craig A. McKee, CPPB

Director of Contracting Programs

### NOTES ON AWARD FOR: Pueblo Mechanical & Controls, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to <a href="http://www.mesc.org/contract\_documentation.html">http://www.mesc.org/contract\_documentation.html</a> to assist in meeting this due diligence responsibility.
- Financial information included under Tab 4 of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- All products quoted must be priced and approved by Mohave in advance. Send requests for pricing updates to Mark DiBlasi- mark@mesc.org.
- Do not provide any goods/services until you receive a Mohave approved purchase order.
- Quick payment discounts must be approved by Mohave before being offered to Members, and must be availably equally.

### Order cycle overview:

- 1. Members forwards purchase orders to Mohave. Vendor is Pueblo Mechanical & Controls, Inc.
- 2. Mohave emails Member order to Pueblo Mechanical & Controls, Inc.
- 3. Pueblo Mechanical & Controls, Inc. provides product/services.
- 4. Pueblo Mechanical & Controls, Inc. invoices Member.
- 5. Member pays Pueblo Mechanical & Controls, Inc.
- 6. Pueblo Mechanical & Controls, Inc. sends Usage and Reconciliation Report to Mohave.
- 7. Pueblo Mechanical & Controls, Inc. remits administration fee monthly, based on invoices paid.
- 8. Mohave audits selected purchases.

### REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of the month.
- The 2009 RS Means Facilities Construction Cost Book (Div. 23 only), the 2009 RS Means Mechanical Cost book and the current version of the 2009 HVACR price guide will be used as the basis for pricing under your contract.
- As required in the general terms and conditions of RFP 09D-0716 (page 17, Unit Price Book Copies) you are required to furnish Mohave with adequate copies of the approved unit price books listed above. These copies will be provided for both the procurement and accounting specialists, to be assigned to your contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book. We require 1 copy of the current 2009 HVACR price guide, in either printed or electronic form. Since we have the 2009 RS Means pricing information on file for your existing contract, you will not need to provide new copies of the RS Means pricing until

# 2010. Submit this no later than September 15, 2009. If not received, your contract shall be placed on hold until this is rectified.

- Quarterly updates to the CCI shall be allowed under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.
- Performance and payment bonds must be provided for any projects over the competitive bidding threshold in effect at the time of a job order (currently \$33,689 for schools). All required bonds will be provided to member prior to starting the work.
- Members may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently \$33,689 for schools); or less than an amount determined by a non-school member.
- Your price proposal indicated that "mobilization varies by project scope and location." Please provide clear price information as to what the mobilization charges would be. Submit this via email to Mark DiBlasi (mark@mesc.org) no later than September 15, 2009. If this is not received, mobilization charges will not be allowed under your contract.
- Your answer to question 3.4 indicated that you would not be using and additional customer agreements. However, a sample extended warranty document was included after Tab 8. This document contained the following term that must be removed in order for the extended warranty document to be used under your new contract.

#6 - Entire Agreement - This must be removed.

Submit a revised version of the extended warranty agreement via email to Mark DiBlasi (mark@mesc.org) no later than September 15, 2009. If this is not received, the agreement will not be allowed under your contract.

• All promotional pricing (discounts, promotional pricing, etc) must be approved by Mohave, prior to being offered to any of our members.

TJD 8/14/09



September 1, 2009

# Review of Request to Add Ancillary Services to Mechanical Contracts Awarded Under RFP #09D-0716

Pueblo Mechanical requested that we consider the inclusion of ancillary services, outside of division 23, under their award from RFP #09D-0716. After reviewing the information that Pueblo Mechanical provided to the contracts team, we had several questions requiring additional research:

• Would any of the excluded line-items in 2.2.16 prevent us from adding the ancillary services?

No. There doesn't appear to be anything related to the ancillary services that they are requesting, in the excluded sections of Division 1. The items excluded in the RFP under 2.2.16 (*UPB Division 1 sections before 54, Temporary Construction*) include the following:

Professional consultants
Construction Management Fees
Engineering Fees
Models
Renderings
Contingency Allowances
Factors Allowance
Job Conditions Allowance
Job Conditions
Overtime Allowance
Cost Indexes
Taxes
Project Management

Coordination (Field Personnel, Insurance, Main Office Expense, General Contractor's Mark-Up, Overhead, Performance Bond)
Photographic Documentation Permits
Quality Control (Testing & Inspecting Services)
Temporary Utilities
Field Offices and Sheds
Protection Equipment
Safety Nets

• Are demolition services precluded from the award?

No. They don't appear in any of the sub-headings excluded in Division 1.

• Is mobilization in the excluded line-items in 2.2.16?

No. It doesn't appear in any of the sub-headings excluded in Division 1.

• What type of impact would not having the ancillary services have on the Bel-Aire contract?

I spoke with Roxanne at Bel-Aire, and she confirmed that not having these ancillary services would impact their ability to provide a "complete solution." They assumed that since we specifically said "only Division 23" that they were going to have to sub out those services, and not include them through a Mohave project. This would restrict contract usage and effectiveness.

In addition, Pueblo Mechanical provided us with some examples of projects (see attached) that appear to confirm the need for the following ancillary services:

Site Prep (Division 1)

Electrical disconnect/reconnect (Division 26)

Plumbing – Pipe Fittings/valve replacement (Division 22)

Thermal/Moisture Protections (Division 7)

Concrete pad modification or replacement (Division 3)

General Site Demo (Division 2)

Masonry (Division 4)

Metals – Framing for supports (Division 5)

Openings – New door/windows for mechanical closures (Division 8)

Finishes – Stucco, plaster and paint (Division 9)

Earthwork – Excavating piping (Division 31)

Utilities – Updated utility connections (Division 33)

With that research in mind, the contracts team approved the request to allow the inclusion of the ancillary services. Pricing for the Pueblo Mechanical and Bel-Aire Mechanical contracts will be as follows:

### Pueblo Mechanical (09D-PMAC-0902):

• The 2009 RS Means Facilities Construction Cost Book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs), the 2009 RS Means Mechanical Cost book and the current version of the 2009 HVACR price guide will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

### **Bel-Aire Mechanical (09D-BAMI-0902):**

• The 2009 RS Means Facilities Construction Cost Book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs) will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

These changes will be effective on the award date for these contracts, September 2, 2009.

Mark DiBlasi

Contract Specialist II, CPPB

MIL DiBL

### Point Paper On

### JOC IFB Award Rqmts/Action Items for Award [Division 23 Only Impact]

<u>ISSUE:</u> In order to benefit the members for full service mechanical some ancillary items are required to provide "turn Key" services. The inclusion of Unit Price Book "<u>Div. 23 only</u>" for the basis of pricing under this contract is far too restrictive and effectively nullifies this contract as a cost effective/expeditious method of procuring mechanical services. By limiting work to "Div. 23 only" rather than "Div 23 primarily with required ancillary" there are essentially no mechanical projects available under this contract.

<u>PISCUSSION:</u> We are extremely excited about the opportunity to continue our successful relationship with Mohave Educational Services Cooperative via the recently awarded JOC. However, after reviewing the recently released notes on the award we were surprised to see the restrictive language of **Division 23 only** [we cannot find that restriction listed anywhere in the original RFQ or RFP – we referenced mechanical and ancillary as required throughout our response to the RFQ / RFP]. The information below is intended to demonstrate why Division 23 as the <u>sole</u> source of pricing is not feasible for not only large/complex mechanical projects but most rudimentary mechanical projects as well. The samples below are very common **mechanical** projects representing small [unitary change out], medium [tower change out], and large projects [mechanical central plant and unitary renovations]. All of these projects have a distinct mechanical focus [vast majority of cost/labor] but require ancillary support from other UPB divisions for completion;

### Small unit replacement project [approx. \$6,000 - \$10,000 depending on complexity]:

- A very simple 3 ton Heat Pump replacement consists of the following basic elements [complex jobs require additional ancillary work];
  - 1. HVAC Equipment and startup/checkout [Division 23]
    - Site Prep A rental crane [or similar rigging device] is required to remove the old unit and place the replacement unit [Division 01]
    - Electrical The power must be disconnected and reconnected. Existing electrical disconnects [required by code] normally require replacement as well as "WHIPS" the EMT from the disconnect to the unit [Division 26]
    - Plumbing Condensate pipe/fittings; normally schedule 40 PVC [Division 22]
    - Thermal/Moisture Protection Roof modification/sealing; new units normally require a modification to the existing penetration or roof sealing [Division 07]

# Medium cooling tower(s) replacement project [approx. \$100,000 - \$300,000 depending on complexity]:

- A basic cooling tower replacement normally consists of following basic elements at a minimum [complex jobs require additional ancillary work]
  - 1. HVAC Cooling Tower(s), pumps, balancing, etc.; equipment and startup/checkout [Division 23] See page two(2)

- Site Prep A rental crane [or similar rigging device] is required to remove the old tower and place the replacement tower [Division 01]
- Electrical The power must be disconnected and reconnected. Many tower replacement require new/upgrade electrical connections to include new panels or sub panels and Variable Frequency Drives [Division 26]
- o Concrete Pads normally require modifications or replacement [Division 03]
- Plumbing Piping, valves, insulation, etc. almost all tower replacements require some degree of piping and special valve replacement [Division 22]

# Large central plant [chiller/boiler, piping, pumps, unitary change outs, etc.] [Approx. \$300,000 - \$1,000,000 depending on complexity]:

- A basic central plant and mechanical upgrade project normally consists of following basic elements;
  - HVAC Vast majority of project focus, major equipment, ductwork, mechanical valves, air/water balance and treatment, energy efficient controls, pumps, vents/registers, etc [Division 23]
    - Site Prep Rigging, large project mobilization, trailer, waste management, site prep, etc. [Division 01]
    - o General Demo Selective site demo and remediation if required [Division 02]
    - o Concrete Mechanical equipment pad modification or construction [Division 03]
    - Masonry Remodel or modify existing mechanical yard/room [Division 04]
    - Metals Framing for custom mechanical pipe supports, stands for mechanical equipment, etc. [Division 05]
    - Thermal/Moisture Protection Roofing modifications to accommodate new mechanical equipment [Division 07]
    - Openings New doors/windows for mechanical closures [Division 08]
    - o Finishes Repair/replace damaged walls w/stucco, plaster, and paint [Division 09]
    - Plumbing Schedule 40 mechanical piping, pipe hangers, special valves, insulation, mechanical drains, separators, etc. [Division 22]
    - Electrical New electrical connections and circuits dictated by code [can be very extensive] [Division 26]
    - o Earthwork Excavating mechanical piping, equip. pad earthwork, etc. [Division 31]
    - Utilities Large mechanical projects often require updated utility connections to accommodate new equipment [Division 33]
- We conducted a detailed analysis of all Mohave projects [non-service] in calendar year 2008, of the 46 applicable mechanical projects 45 projects [97.8%] required work outside Division 23

**RECOMMENDATION:** In order to make this contract beneficial to the members and allow them to procure full service mechanical services we recommend the following:

To provide the essential latitude to complete the most basic of mechanical work the phase "Div. 23 only" should be changed to "Div. 23 primary" or references to Div 23 only deleted entirely. It is understood Division 23 is the primary source of pricing but its imperative contractors have the ability to capture essential ancillary project costs in order to make this contract beneficial to the members.

# Pueblo Mechanical & Controls, Inc.

# Mohave Contract #05G-PMAC-0608

Client: Mohave Educational Services

Project: Mohave Building Mechanical Upgrade

Remove/replace existing units with 1 5-Ton and 2-4-Ton Gas Packs with associated

register upgrades, duct modifications, cooler demo, electrial/wire, programmable T-

**Description:** stats, and roof capping/sealing as req.

Prepared by: John N.

Qty.	Unit	Means Number	Description	Price	Extension
3.00	Car = 1850 cm	23 05 0510 5100	Roof top air conditioner, DEMO, up thru 10	\$760.00	\$2,280.00
125.00	Lb.	23 31 1313 0520	Metal Ductwork, fabricated rectangular, gal	\$7.75	\$968.75
130.00	L.F.	23 33 4610 2020	Ductwork, flexible coated fiberglass fabric of	\$11.20	\$1,456.00
100.00	Lb.	23 05 0510 1570	Ductwork, DEMO, metal; steel and sst, fab	\$1.05	\$105.00
0.50	Day+	01 54 3360 2500	Rent crane truck mounted, hydraulic, 25 to	\$1,161.60	\$580.80
3.00	Ea.	23 09 5310 5040	Control Components, thermostats, electric,	\$177.00	\$531.00
1.00	Ea.	23 74 3310 1140	Rooftop air conditioner, 5-Ton single zone,	\$6,475.00	\$6,475.00
2.00	Ea.	23 74 3310 1120	Rooftop air conditioner, 4-Ton single zone,	\$5,875.00	\$11,750.00
22.00	Ea.	23 37 1310 1560	Diffuser, steel, ceiling, round, 12" diameter.	\$91.00	\$2,002.00
9.00	Ea.	23 37 1330 1100	Grille, aluminum, air return, 12" x 12"	\$52.00	\$468.00
3.00	Ea.	23 05 0510 1730	Evaporative cooler, DEMO up thru 5 H.P.,	\$385.00	\$1,155.00
			2009 Facilities CostBook		
15.05	L.F.	26 05 3335 1090	Flexible metallic conduit, sealtite, 3/4" diam	\$8.35	\$125.68
3.00	Ea.	26 28 1620 4340	Safety switches, heavy duty, 2 pole, fusible	\$315.00	\$945.00
3.00	Job	06 16 3610 9000	Sheathing, roof capping/sealing, minimum	\$264.00	\$792.00
2.00	C.L.F.	26 05 1990 1300	Wire, copper, stranded, 600 volt, #8, type T	\$121.00	\$242.00

**MEANS COST SUBTOTAL** 

\$29,876.23

**MOHAVE DISCOUNT** 

\$5,676.48

\$24,199.74

Sales Tax @

5.265%

SUBTOTAL

\$1,274.12

**Bond** 

**Project Total** 

\$25,473.87

Mohave Administration Fee (included in total)

\$241.97

# Sample Small Project RS Means Breakout - Example Only

**Description:** Remove cooler, add HP with new duct, grills, and electrical (roof penetration)

Qty.	Unit	Means Number	Description	Price	Extension
1.00		05 12 2340 9000	Lightweight framing, structural steel, minim	\$645.00	\$645.00
1.00		06 16 3610 9000	Sheathing, minimum labor/equipment chard	\$252.00	\$252.00
1.00		07 53 2320 3800	Ethylene-propylene-diene-monomer roofing	\$185.00	\$185.00
300.00	Lb.	23 31 1313 0540	Metal Ductwork, fabricated rectangular, gal	\$7.00	\$2,100.00
1.00		<u>2</u> 6 27 2620 9000	Wiring devices, minimum labor/equipment	\$140.00	\$140.00
1.00	Ea.	23 81 4310 1560	Heat pump, air to air single package, 3 ton	\$4,125.00	\$4,125.00
0.50	Day+	01 54 3360 2400	Rent crane truck mounted, hydraulic, 12 tor	\$1,065.90	\$532.95
2.00	Ea.	23 37 1330 1200	Grille, aluminum, air return, 18" x 18"	\$67.00	\$134.00
1.00	Ea.	26 28 1620 4510	Safety switches, heavy duty,3 pole, fusible,	\$515.00	\$515.00
50.00		26 05 3305 1770	Rigid galvanized steel conduit, 3/4" diamete	\$9.80	\$490.00
1.00	Ea.		Evaporator, 12,500 thru 30,000 BTUH, sele		\$390.00
48.44	L.F.	22 11 1374 1870	Pipe, plastic, PVC, 3/4" diameter, schedule	\$12.80	\$620.08

### STORMS COST SUBTOTAL \$10,129.03

CONTRACT DISCOUNT \$709.03

SUBTOTAL \$9,420.00

Sales Tax @ 5.53% \$520.46

Bond Project Total \$9,940.46

### Offer and Contract Award

Place after Tab 1

# RFP 09D-0716 Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 86-1027				
Company Name Pueblo Mechanical & Cont	crols, Inc.			
Address <sup>2775</sup> E. Ganley Ste 10 City Tucso	n State AZ Zip 85706			
Telephone Number (520) 545-1044	Fax (520) 545-1048			
Printed Name Steve Barry	Title General Manager			
Authorized Signature	kung_			
The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's review noted.				
Acceptance of Offer and Contra	ct Award (Mohave Only)			



RFP 09D-0716
Job Order Contracting for Various
Construction Trades
August 5, 2009
MWD

Awarded as recommended T. Peeler, 8/10/09

Recommended for award
Centennial Contractors Enterprises, Inc.
Parsons Commercial Technology Group, Inc.
SDB, Inc.

Bel-Aire Mechanical, Inc. Pueblo Mechanical & Controls, Inc.

The recommended vendors submitted the highest scoring proposals using the criteria set forth in the solicitation and the required scoring methodology. All vendors were determined to be responsible.

The offers were compared using the criteria set forth in the solicitation, the required scoring methodology, and pricing data contained in the proposals. The following is a summary of the final scores utilizing the Heisman method of scoring:

Heisman Ranking	Division	BC	CM	HS	MD	MC	Avg. Rank
Centennial Contractors	General	1	2	1	1	1	1.2
Enterprises, Inc	Contractor						
Parsons Commercial	General	2	1	2	2	2	1.8
Technology Group, Inc.	Contractor						
	General	3	3	3	3	3	3
SDB, Inc.	Contractor						
				11.000			
Pueblo Mechanical &	23 - HVAC	1	1-	1	1	1	1
Controls, Inc.							
Bel-Aire Mechanical, Inc.	23 - HVAC	2	2	2	2	2	2
Interstate Mechanical Corp.	23 - HVAC	3	3	3	3	3	3

The solicitation authorized a multiple award. The evaluation committee determined that one award for general contractors or for the Division 23 (HVAC) would not be advantageous to our members, nor sufficient to meet the members' varied needs, based on usage under previous contracts and estimated usage under new contracts. Prior to the recent economic downturn, usage of Mohave's JOC contracts was growing each year. In considering the budgetary restraints and purchasing staff reductions that our members are experiencing, the evaluation committee determined that having an additional general contractor, and the addition of two Division 23 (HVAC) contractors, would help with the potential increase in usage of Mohave's cooperative contracts.

The evaluation committee reviewed all of the associated costs included in the proposals. The evaluation committee determined that the only information that was applicable for item 10 on the evaluation score sheet were transportation costs. Any offerors who did not charge travel, M&IE or mobilization fees were given a score of 5 for Item 10 on the score sheet. Offerers who did charge travel, M&IE or mobilization fees were given a lower score of 4 for Item 10 on the score sheet.

The evaluation committee assigned a calculated score for Item 9 on the evaluation score sheet. Price scores were assigned points from 15-0 based on a comparison of each offeror's required coefficient. The same common pricing score was used by all evaluators.

### RFP 09D-0716 Award Recommendation (Con't)

The coefficients provided by Interstate Mechancial Corporation were a two-part formula that required clarification. A clarification phone call was made to Bill Thompson by the evaluation committee on 7/30/09. That call confirmed our understanding that the coefficient provided by Interstate Mechancial Corporation was a two-part formula, to be applied to the "material and labor bare cost" columns, instead of the required "Total including O&P" columns of the RS Means UPB. This did not meet specification 2.2.04, which required "The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing." As such, Interstate Mechancial Corporation received a 0 for Item 9 on the scoresheet.

Details for the recommended awards are as follows:

- Centennial Contractors Enterprises, Inc. was the number one overall scoring offer among the general contractors.
- Parsons Commercial Technology Group, Inc. was the number two overall scoring offer among the general contractors.
- SDB, Inc. was the number three overall scoring offer among the general contractors.
- Pueblo Mechanical & Controls, Inc. was the number one overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes the quarterly HVACR price guide for determining pricing, instead of the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.
- Bel-Aire Mechanical, Inc. was the number two overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes a combination of MCAA (Mechanical Contractors Association of America) labor tables, along with the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.

The evaluation committee determined that the recommended award constitutes the least number of awards required to meet the members' requirements and needs. The ability to perform under an awarded contract, experience in providing the requested products and services, the type of services offered, the existing use of JOC contracts and pricing were all factors in this determination. The committee also determined that the recommended awards should have the ability to satisfactorily respond to any growth in the use of job order contracting for various construction trades contracts by our membership.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List.

### Not recommended for award

**Interstate Mechanical Corporation:** This proposal received scored lower than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

<u>Note:</u> Arizona state JOC procurement rules require one licensed architect or engineer, and one senior management level employee of a construction firm to be part of the evaluation committee for RFQ 09D-0514 and RFP 09D-0716.

For RFQ 09D-0514 and RFP 09D-0716 we used the following outside volunteers:

Bob Carlson - Betnor, Inc. - Senior Management Employee Herb Schneider - Schneider, Shay, Pian, Pittenger Architects, LLP - Architect

# Anited States Environmental Protection Agency



This is to certify that

UNITED STATES & Controls; Pueblo Mechan

Thas received certification to conduct leadhas fulfilled the requirements of the Toy

the Jurishicton

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 21, 2015

NAT-55417-1

Certification#

June 8, 2010

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



### Amendment to Mohave Contract 09D-PMAC2-0902

**JOC Contracts using City Cost Indexes** 

November 17, 2010

# Agreement to amend scope of work to revise application of the Weighted Average City Cost Index (CCI).

In a recent pricing review, it was discovered that our current requirements regarding the application of the Weighted Average City Cost Index (CCI) coefficients does not conform with how the industry applies CCI's to project estimates. It was found that the *RSMeans Costworks* program applies the CCI per division(s) in project estimates, and does not average these coefficients as outlined in the terms of the contract. As most *RSMeans* pricing software cannot be modified to meet Mohave's current requirement, contracts may be difficult to quote pricing efficiently. Mohave has reviewed the industry application of the coefficients by division and determined this to be acceptable. As the effect on final pricing is minimal, we offer to change the terms to bring the requirement in-line with industry practice.

The current scope of work for 2.2 Pricing, 2.2.04 requirement states: The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.

Signature of this amendment will result in a change to the requirements as follows:

We agree to amend requirement 2.2.04 as follows: *The City Cost Index shall be applied to each applicable division used for the city closest to project location. These prices will be included in the "Total, include O & P" column for the applicable UPB, and will be used for project costing.* 

This agreement supercedes any previous information or requirements regarding scope of work, 2.2 Pricing. This agreement is effective November 30, 2010.

Signature below indicates agreement to modifications as listed.

John Neuser

Pueblo Mechanical and Controls, Inc.

Com Peeler, Executive Director

Mohave Educational Services Cooperative, Inc.

11/15/10 MSC/CAM



# **Extension of Contract**

(Page 1 of 2)

John Neuser Pueblo Mechanical and Controls, Inc. 6771 E. Outlook Dr. Tucson, Az 85756

RE: Contract # 09D-PMAC2-0902 Extension Agreement made by and between Pueblo Mechanical and Controls, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-PMAC2-0902 for a period of one (1) year, beginning 9/2/2011. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Pueblo Mechanical and Controls, Inc. agrees to provide products or prices as per 09D-0716. We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications. General Manager Title Signature Typed/Printed Steve Barry 9/1/11 Name Date Please check the information below. POs Att: Order Desk Remit to: Pueblo Mechanical and Controls, Inc. Pueblo Mechanical and Controls, Inc. Accounts Receivable 6771 E. Outlook Dr. 6771 E. Outlook Dr. Tucson, Az 85756 Tucson, Az 85756 Member Contact: John Neuser Phone Number: 520-545-1044 Fax Number: 520-545-1048 Contract Administrator: John Neuser We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org. Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 9/2/2011, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-PMAC2-0902 effective 9/2/2011, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

# **Extension of Contract**

(Page 2 of 2)

Pueblo Mechanical and Controls, Inc. 09D-PMAC2-0902

Pricing Update:
We list your contract as having predominantly Coefficient applies to RS Means pricing. Please check the applicable lines below:
Our contract has fixed prices. We agree to hold the current prices until the next anniversary.
Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.
We will provide new catalogs by
I intend to provide pricing(insert date)
Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.
Email is preferred for price updates. Please identify any new items you may be proposing.
Green contracting:
In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:
Are there environmental protection and sustainability considerations that could be added into your contract? Yes. Our customers want the ability to receive "turn-key" energy efficiency projects
that include lighting & plumbing in addition to HVAC; a packaged project is critical
What products or services in your contract support environmental protection and sustainability?
Refrigerant recapture/handling, metal recycling, and equipment recycling [all types]
Identify the services in your contract generally accepted as environmentally friendly and sustainable: We are licensed to install renwable solar hot water systems as well as energy efficient equipment
What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability? We are currently certified [Trade Ally and Energy Alliance] by TEP, SRP, and APS to install energy efficient HVAC equipment
install energy efficient hyac equipment
What testing or certifications (such as LEED certification) do the products or services in your offer support? We have a LEED Accredited member on staff; we also have worked on LEED certified buildings
Any other "green" considerations we should make members aware of? Members should consider high efficiency equipment whenever possible to include renewables
such as Solar [PV & Hot Water] and wind





# RFP 09D-0716 Job Order Contracting for Various Construction Trades

Pueblo Mechanical & Controls, Inc.

## PRICE PROPOSAL

Name/Date of Unit Price Book: RS Means CostWorks

[Primary UPB]

**Facilities & Mechanical** 

**Cost Data** 

HVACR Price Guide [Secondary UPB – parts/ equipment on listed in

primary UPB]

\*Note: Projects requiring Davis-Bacon wage rates receive an adjustment to comply with statutory requirements

### **Pre-Priced Primary UPB Coefficients [RS Means CostWorks]:**

Normal Business Hours [M-F 7am – 5pm] .81

Other Hours [Weekends, holidays, etc.] .91

Regional Coefficient Adjustments Most current RS Means

AZ City Cost Index (CCI)

### **Pre-Priced Secondary UPB Coefficients [HVACR Price Guide]:**

Normal Business Hours [M-F 7am – 5pm] .65 [List Pricing Column]

Other Hours [Weekends, holidays, etc.] .75 [List Pricing Column]

Regional Coefficient Adjustments Note: No CCI available

with the HVACR Price

Guide





# Special Pricing Items <u>Not</u> Priced in Primary [RS Means] and Secondary [HVACR Price Guide]:

Similar/Corresponding RS Means Equipment/Project 1.25

**NOTE:** The use of this special pricing coefficient will only take place when the equipment is not listed in the primary or secondary UPS and will include a statement on the RS Means breakout clearly indicating that pricing is not available via UPBs.

**Explanation Notes:** Established coefficients represent the minimum <u>realistic</u> cost estimate to capture direct costs, overhead, and a sustainable profit. The coefficients represent project cost averages based on project audits from the last three years of utilizing the price book. A secondary UPB is listed to capture items not listed in the primary UPB [e.g. service parts, etc.]. Items not listed in the primary or secondary UPBs are priced utilizing similar items with a pricing coefficient of 1.25 and will only be used when pricing is not available from the primary and secondary UPBs.

### **Professional Services**

Design Services [Mechanical/Electrical]	\$97.50/hr
Engineering Services	\$123.50/hr
Other Professional Services	
Drafting [CAD] Design	\$78.50/hr
Architect	\$123.50/hr
Maintenance Services [based on hourly labor rates]	
HVAC Centrifugal Absorption Tech	\$91.50/hr
HVAC Reciprocal Commercial Tech	\$87.50/hr
Pipefitter / Steamfitter	\$85.00/hr
Sheet Metal Installation	\$65.00/hr
Water Treatment	\$88.50/hr
General Labor	\$35.00/hr

### Other Charges

100% Performance/Payment Bonds	1.25% of project cost
Meals and Incidental Expenses (M&IE)	Per AZ State rates
Transportation and Lodging	Per AZ State rates

RFP 09D-0716

Job Order Contracting for Various Construction Trades - HVAC





**Expedited Shipping** 

Mobilization

**Direct Cost** 

No additional charges other than allowed as pre-priced line items in the UPB





Serving Arizona Since 1971

# **Extension of Contract**

(Page 1 of 2)

► 625 E. Beale St., Kingman, AZ 86401

► PHONE: (928) 753-6945 ► FAX: (928) 718-3232

John Neuser Pueblo Mechanical and Controls, Inc. 6771 E. Outlook Dr. Tucson, Az 85756

RE: Contract # 09D-PMAC2-0902 Extension Agreement made by and between Pueblo Mechanical and Controls, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-PMAC2-0902 for a period of one year (1) year, beginning 9/2/2010. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Pueblo Mechanical and Controls, Inc. agrees to provide products or prices as per 09D-0716.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature \_\_\_\_\_\_\_Title \_\_General Manager

Typed/Printed Name\_Steve Barry

\_Date 9/1/10

Please check the information below.

POs Att: Order Desk

org or (928) 718-3238

Pueblo Mechanical and Controls, Inc.

6771 E. Outlook Dr. Tucson, Az 85756

Remit to: Pueblo Mechanical and Controls, Inc.

Accounts Receivable

6771 E. Outlook Dr. Tucson, Az 85756

Member Contact: John Neuser Phone Number: 520-545-1044 Fax Number: 520-545-1048

Contract Administrator: John Neuser

We also ask you to review your contract description on our "Product/Vendor Finder" page at <a href="www.mesc.org">www.mesc.org</a>. Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 9/2/2010, orders may be held without processing. Email or Fax completed extension to contracts@mesc.

To terminate contract 09D-PMAC2-0902 effective 9/2/2010, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

# **Extension of Contract**

(Page 2 of 2)

Pueblo Mechanical and Controls, Inc. 09D-PMAC2-0902

Pricing Update:
We list your contract as having predominantly Coefficient applies to RS Means pricing. Please check the applicable lines below:
Our contract has fixed prices. We agree to hold the current prices until the next anniversary.
Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.
We will provide new catalogs by (insert date) [when released by RS Means] Electronic
I intend to provide pricing(insert date)
Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.
Email is preferred for price updates. Please identify any new items you may be proposing.
Green contracting:
In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:
Are there environmental protection and sustainability considerations that could be added into your contract?
Yes. Our customers want the ability to receive a "turn-key" energy efficiency
project that includes lighting/plumbing included with HVAC; a packaged project What products or services in your contract support environmental protection and sustainability?
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energy efficient equipment
What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability? We are currently certified [Trade Ally and Energy Alliance] by TEP, SRP,
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LEED certified buildings
Any other "green" considerations we should make members aware of? Members should consider high efficiency equipment whenever possible to renewables such as PV and Solar Hot Water.

Rev 2/26/10 CAM